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Attorneys for Defendant
LIBERTY LIFE ASSURANCE COMPANY OF
BOSTON

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JANE PENCE,

Plaintiff,

v.

LIBERTY LIFE ASSURANCE
COMPANY OF BOSTON,

Defendants.

CASE NO. C 07-03451 MJJ

**DEFENDANT LIBERTY LIFE ASSURANCE
COMPANY OF BOSTON'S ANSWER TO
THE COMPLAINT OF PLAINTIFF JANE
PENCE**

Defendant LIBERTY LIFE ASSURANCE COMPANY OF BOSTON ("Liberty Life") in answer to the Complaint of plaintiff JANE PENCE ("Plaintiff") on file herein, and to each and every cause of action contained therein, admits, denies and alleges as follows:

1. Answering the allegations contained in paragraph 1 of the Complaint, this answering defendant admits federal jurisdiction arises under 28 U.S.C. 1332(a).
2. Answering the allegations contained in paragraph 2 of the Complaint, this answering defendant admits plaintiff was a beneficiary of the group disability insurance plan for the University of California and that it is a governmental plan not subject to the Employee Retirement Income Security Act of 1974. As to the remaining allegations contained in paragraph 2 of the Complaint, this answering defendant denies the allegations

1 therein.

2 3. Answering the allegations contained in paragraph 3 of the Complaint,
3 misidentified therein as paragraph 4, this answering defendant admits the allegations
4 contained therein.

5 4. Answering the allegations contained in paragraph 4 of the Complaint,
6 misidentified therein as paragraph 5, this answering defendant admits Liberty Life issued
7 a group disability insurance policy to the University of California, which contains long
8 term disability insurance coverage for certain employees. As to the remaining allegations
9 contained in paragraph 4 of the Complaint, this answering defendant denies the allegations
10 contained therein as an inaccurate and incomplete summary of the plan documents, which
11 speak for themselves.

12 5. Answering the allegations contained in paragraph 5 of the Complaint,
13 misidentified therein as paragraph 6, this answering defendant admits plaintiff stopped
14 work on December 12, 2003 and denies the remaining allegations contained therein.

15 6. Answering the allegations contained in paragraph 6 of the Complaint,
16 misidentified therein as paragraph 7, this answering defendant admits that plaintiff applied
17 for short term and supplemental disability in August 2004. Further, this answering
18 defendant admits it terminated disability benefits and that the decision was upheld on
19 appeal. This answering defendant denies the remaining allegations therein as an
20 inaccurate and incomplete summary of the policy, which speaks for itself.

21 7. Answering the allegations contained in paragraph 7 of the Complaint,
22 misidentified therein as paragraph 8, this answering defendant denies each and every
23 allegation contained therein.

24 8. Answering the allegations contained in paragraph 8 of the Complaint,
25 misidentified therein as paragraph 9, this answering defendant incorporates by reference
26 herein each of its admissions, denials and allegations contained in its responses to
27 paragraphs 1 through 7 of the Complaint as though fully set forth herein.
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1 9. Answering the allegations contained in paragraph 9 of the Complaint,
2 misidentified therein as paragraph 10, this answering defendant admits that it issued a
3 group disability insurance policy to the University of California, and that plaintiff was a
4 covered person under the plan. As to the remaining allegations contained in paragraph 9
5 of the Complaint, this answering defendant denies the allegations contained therein.

6 10. Answering the allegations contained in paragraph 10 of the Complaint,
7 misidentified therein as paragraph 11, this answering defendant denies each and every one
8 of the allegations contained therein.

9 11. Answering the allegations contained in paragraph 11 of the Complaint,
10 misidentified therein as paragraph 12, this answering defendant denies each allegation
11 contained therein.

12 12. Answering the allegations contained in paragraph 12 of the Complaint,
13 misidentified therein as paragraph 13, this answering defendant denies the allegations
14 contained therein.

15 13. Answering the allegations contained in paragraph 13 of the Complaint,
16 misidentified therein as paragraph 12, this answering defendant denies each allegation
17 contained therein.

18 14. Answering the allegations contained in paragraph 14 of the Complaint,
19 misidentified therein as paragraph 15, this answering defendant denies each allegation
20 contained therein.

21 15. Answering the allegations contained in paragraph 15 of the Complaint,
22 misidentified therein as paragraph 16, this answering defendant denies each allegation
23 contained therein.

24 16. Answering the allegations contained in paragraph 16 of the Complaint,
25 misidentified therein as paragraph 17, this answering defendant denies each and every
26 allegation contained therein.

17. Answering the allegations contained in paragraph 17 of the Complaint, misidentified therein as paragraph 18, this answering defendant denies the allegations contained therein.

18. Answering the allegations contained in paragraph 18 of the Complaint, misidentified therein as paragraph 19, this answering defendant denies each and every allegation contained therein.

19. Answering the allegations contained in paragraph 19 of the Complaint, misidentified therein as paragraph 20, this answering defendant denies the allegations contained therein.

20. Answering the allegations contained in paragraph 20 of the Complaint, misidentified therein as paragraph 21, this answering defendant denies the allegations contained therein.

21. Answering the allegations contained in paragraph 21 of the Complaint, misidentified therein as paragraph 22, this answering defendant denies the allegations contained therein.

22. Answering the allegations contained in paragraph 22 of the Complaint, misidentified therein as paragraph 23, this answering defendant denies each and every allegation contained therein.

23. Answering the allegations contained in paragraph 23 of the Complaint, misidentified therein as paragraph 24, this answering defendant denies each and every allegation contained therein.

24. Answering the allegations contained in paragraph 24 of the Complaint, misidentified therein as paragraph 25, this answering defendant denies each and every allegation contained therein.

25. Answering the allegations contained in paragraph 25 of the Complaint, misidentified therein as paragraph 26, this answering defendant denies the allegations contained therein.

1 Dated: August 6 2007

ROPERS, MAJESKI, KOHN & BENTLEY

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3
4 By: 

PAMELA E. COGAN

KATHRYN C. CURRY

5 JOANN BABIAK

6 Attorneys for Defendant LIBERTY LIFE

ASSURANCE COMPANY OF BOSTON

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